

**DECLARATION**

STATE OF ILLINOIS    )  
                                      ) SS  
COUNTY OF COOK     )

I, Mike Erdenberger, of full age, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury the following:

1. I have personal knowledge of the information contained here and if called upon to do so, I would be prepared to testify to this information.
2. Since June 2007, I have been employed as a Business Agent for Bricklayers Local 21 and before that I was employed as an Organizer for Bricklayers District Council No. 1.
3. As part of my work, I became familiar with Z. D. Masonry, City of Chicago Masonry, and other businesses owned by Zbigniew Dziadana.
4. During 2006 and 2007, I was involved in picketing at three separate projects where these businesses were working. These projects were at or near Morgan and Monroe, Halsted and Diversey, and Fullerton and Janssen, all in Chicago. I picketed at Halsted and Diversey for about six weeks during the late summer and early fall of 2006, I picketed at Fullerton and Janssen for about a month during the summer of 2007, and I picketed at Monroe and Morgan for about a month in the late spring or early summer of 2007.
5. In addition to the times I was picketing at those locations, I also drove by regularly and saw work continuing at the Monroe and Morgan job through November

2007, and I saw these businesses working on another job in the 1600 block of West Chicago from about July through November 2007 and at a location in Park Ridge for a couple of weeks during the summer of 2007.

6. Another job where I saw these businesses working was in the 600 block of North Peoria in Chicago. They built four (or maybe more) condominiums, and I saw the job going from January through February or March 2007. I found two material receipts on that site and attach copies which I have initialed. The customer is shown as City of Chicago Masonry, formerly known as ZD Masonry.

7. Most of the projects these businesses work on are good sized jobs, building condominiums or multiple townhouses, sometimes with storefronts on the ground level. The job in Park Ridge was for a single family home.


8. The businesses would usually start work at 8:00 a.m., which is the earliest construction work is permitted to begin in Chicago, and would normally work until the early evening or until it began to get dark. From about the second week of March through late October, that would mean starting at 8:00 a.m. and working until 6:00 p.m. or sometimes 7:00 p.m. five days a week, and until about 3:30 or 4:00 p.m. on Saturdays depending whether they had missed any work during the earlier part of the week. During the other months, when the days were shorter, they usually worked from 8:00 a.m. until about 4:30 or 5:00 p.m. six days a week. Taking account of days missed because of bad weather, I am confident that except for three or four weeks in the middle of winter when

work cuts back considerably, they averaged a minimum of 50 hours a week of work during the time with longer days and a minimum of 40 hours a week during the months when the days are shorter.

9. Except when I was involved with picketing, I was not on these job sites each day but I did check them regularly, observing work being done and also observing the progress on the construction itself. Based on that, I believe these businesses were always working on at least one project and usually more than one project during the time between January 2006 and the end of November 2007.

10. I have never seen anybody working on any of the job sites who was not white.

I have read the foregoing Declaration and swear that it is true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
Mike Erdenberger

Date: 3 - 18 - 08



**COUNTY**  
MATERIALS CORPORATION

*Mom's Bill*



PLANT	TIME	DATE 01/31/07	ACCOUNT 99960	SHIP TO 070-488	SALES PERSON WSC	TRUCK/DRIVER 02/01 mi	TICKET 1021745
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CUSTOMER NAME CITY OF CHICAGO MASONRY F/K/A: Z D MASONRY CORP 4701 W IOWA ST CHICAGO IL 61651	DELIVERY LOCATION 675 N Peoria 773-440-1711  CHICAGO IL
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SHIPPING WAREHOUSE LOOMIS	TERMS CHARGE	PURCHASE ORDER	SLUMP
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LOAD/LOCATION	STOCK # / DESCRIPTION	QTY ORDERED	QTY DELIVERED	UNIT PRICE	AMOUNT
61B*339898EL	PORTLAND CEMENT - SAYLOR	240.00			
	- 94 LB. - 40/PALLET				
	6-pallets				
61B*330475EL	MIRACLE LIME - WESTERN -	150.00			
	50 LB. BAG - 50/PALLET				
	3-pallets				

*MRE*

LEAVE PLANT	ARRIVE JOB SITE	START	FINISH	ARRIVE PLANT
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*KNOW ONE ON SITE*

Mileage \_\_\_\_\_

CONCRETE USED FOR \_\_\_\_\_

Unloading time allowed is six minutes per yard. Waiting is charged at rate of \$1.25 per minute.

Visit Us At: [countymaterials.com](http://countymaterials.com)

**CAUTION:** Freshly mixed concrete may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding.

**NOTICE:** Manufacturer/Seller is not liable for damages of any type which occur when Manufacturer/Seller is required to deliver onto private property or inside the curb or property line. Additional water added to concrete will reduce its strength, so any water added is at the customer's own risk.

**TERMS:** A finance charge at a periodic rate of 1 1/2% for annual rate of 18% will be added to past due amounts. Refer to Terms & Conditions for other considerations.

GAL WATER ADDED AT PLANT	GAL WATER ADDED AT JOB
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LOADED	DRIVER	RECEIVED IN GOOD ORDER
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By it's signature on this form, the Purchaser/Consumer hereby agrees to hold Manufacturer/Seller, harmless and indemnify Manufacturer/Seller, from any and all claims, including claims for bodily injury, property damage, business loss or any other incidental or consequential damage, arising out of the delivery, loading, unloading or installation of the purchased product.

**RETURN POLICY:** No returns accepted on special order items or select products as indicated. Stock items, returned within 60 days, original ticket required, subject to 25% restocking charge. Use of product constitutes acceptance.



**COUNTY**  
MATERIALS CORPORATION

PLANT	TIME	DATE 01/31/07	ACCOUNT 99960	SHIP TO 070-488	SALES PERSON W.S.C.	TRUCK/DRIVER 02/01 ml	TICKET 1021742
CUSTOMER NAME CITY OF CHICAGO MASONRY F/K/A: Z D MASONRY CORP 4701 W IOWA ST CHICAGO IL 61651				DELIVERY LOCATION 679 N Peoria 773-440-1711 CHICAGO IL			
SHIPPING WAREHOUSE LOOMIS				TERMS CHARGE	PURCHASE ORDER		SLUMP
LOAD/LOCATION A2 *060000e1 6" REG 96/CUBE	STOCK # / DESCRIPTION			QTY ORDERED 960.00	QTY DELIVERED	UNIT PRICE	AMOUNT
LEAVE PLANT				ARRIVE JOB SITE	START	FINISH	ARRIVE PLANT

Mileage \_\_\_\_\_

CONCRETE USED FOR \_\_\_\_\_

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LOADED	DRIVER	RECEIVED IN GOOD ORDER
<b>RETURN POLICY:</b> No returns accepted on special order items or subject to 25% restocking charge. Use of product constitutes acceptance.		